



Weather: Event will take place rain or shine.

The *Great Pumpkin Patch* event is operated by the Frederick County Division of Parks and Recreation (FCP&R). Whereas the vendor would like to sell/promote his/her products at the *Great Pumpkin Patch* event in a space/site to be determined by the FCP&R, it is an agreement between the FCP&R and the vendor that business will be conducted under the following terms and conditions:

Vendor Application, Selection & Payment

A. All vendors must submit a **completed** application and payment by the application deadline for consideration. Postmarks will not be honored. FCP&R will contact all vendors at least two weeks prior to the event to report status of selection. If accepted, the vendor payment will be processed. A packet with event information, schedules, and details will be sent to accepted vendors about one week prior to the event. **Submission of an application does not guarantee a place in the event. Application priority will be given to vendors who have participated in the previous year's event. FCP&R decision of acceptance or non-acceptance is final.** FCP&R reserves the right to require vendors to provide prices of any of the products they plan to sell.

Exhibit Space & Merchandise Display & Sale

B. FCP&R will provide appropriate site assignment in accordance with the best interest of the vendor. We do not offer exclusivity for any products or services nor do we guarantee you will not be placed near a competitor. We will work with each vendor as best we can. Space location and configuration is very limited and can change from year to year.

C. Vendor displays are subject to FCP&R approval. FCP&R reserves the right to reject all, or any part of, the vendor's concession if found in the county's judgment to be unethical, misleading, extravagant, challenging, questionable, or in poor taste or otherwise inappropriate or incompatible with the character of the event.

D. Unless specified by the Event Manager, the vendor is responsible for bringing any supplies and equipment including chairs, tables and canopies necessary for display of products. **Display units should be designed for outdoor use and capable of withstanding the elements. All umbrellas, tents, shade coverings, or unstable or fragile items must be secured or anchored. The event grounds are subject to winds including sudden, strong gusts.**

E. Unless specified by the Event Manager, FCP&R does not provide electrical hookups, electrical outlets, power strips, water, tables, chairs, easels, tents, canopies, sign stands, signs, rope, tape, table covers, or dollies. **Access to electricity through FCP&R or vendor generator is on a very limited basis and must be pre-approved by the Event Manager.**



Attn: Erin Kleintop
Special Event Committee
Frederick County Parks & Rec
355 Montevue Lane STE100
Frederick, MD 21702
301-600-2983
301-600-2595 Fax

F. All event vendors who participate in an event by selling food or providing a “high risk” service (such as moon bounce’s, rock walls, etc., pony rides, petting zoo, etc.) would be required to provide a one million dollar Certificate of Event Liability Insurance naming the *Board of County Commissioners of Frederick County Maryland* as additional insured. See standard insurance requirements below:

Standard Insurance Requirement for Vendors

1. Description of operations must include the saying, *The Board of County Commissioners of Frederick County; Maryland will be named as additional insured on general liability policy.*
2. The Certificate must read, *Board of County Commissioners of Frederick County, Maryland, 12 East Church Street, Frederick, Maryland 21701*
3. The Certificate of Insurance must meet these minimum requirements. General Liability must cover Premises/Operations; Products/Completed Operations; Contractual Liability; Independent Contractors; Broad Form Property Damage and Personal/Advertising Injury. General Liability coverage with minimum limits of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Prod/CO Aggregate; \$1,000,000 Personal/Advertising Injury; \$50,000 Fire Damage Legal Liability and \$5,000 Medical Expense. All certificates must include an authorized signature and provide for at least 30 days notice of cancellation. Any deductibles or self-insured retentions should be noted on the certificate.
4. Auto Liability with minimum limits of \$1,000,000 Combined Single Limit or \$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage.
5. Workers' Compensation coverage with minimum statutory limits.
6. All of the above coverage’s must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher.

G. Vendor must agree to report sales revenues as may be required by State or Federal Regulations. If you will be selling food, you must obtain a Frederick County Health Permit through the Health Department. This permit must be displayed at all times during the event.

H. Vendors must staff their booths and be present for the entire event. Sales of products must be conducted by vendors who are adults (18 years of age or older) and in their specified vendor space/site. Vendors will not be allowed to break-down their booths before the advertised end of the event.

I. Vendors will only be allowed to unload vehicles and setup during hours specified.



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General Terms & Conditions

J. FCP&R will have the right to take and utilize photos and video images of the vendor for the purpose or promotion and publicizing of the Division's programs and/or events.

K. FCP&R reserves the right to remove any vendor from the event due to violation of County or State regulations.

L. FCP&R reserves the right to postpone, relocate or cancel the event as necessary due to accident, fire, act of God, or other causes beyond FCP&R control. In this case, FCP&R liability to the vendor will not exceed the amount of payments received from the vendor.

M. Vendor shall defend, indemnify, and hold Frederick County Commissioners and the Frederick County Division of Parks and Recreation harmless from all claims of injury, damage, or loss to the person, animal, or property including theft, or myself or any of my agents or employees. Vendors shall release the Frederick County Division of Parks and Recreation from all responsibility for theft or damage to any items involved with my booth operation.

I've read and understand the Frederick County Parks and Recreation's vendor application and terms & conditions. I agree to comply with all policies, rules and/or regulations stated or referred to therein.

Business Name: _____

Address: _____

Printed Name _____

Signature: _____ Date _____

Vendor should retain a copy of this agreement and all application materials for his/her records.
Mail originals to Frederick County Park & Recreation, Attn: The Great Pumpkin Patch,
355 Montevue Lane STE 100, Frederick, MD 21702